

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

IN RE:

ROOD AND ROMUS JOSEPH

NO. 16-52194 KMS

MOTION FOR RELIEF FROM AUTOMATIC STAY

Comes now Capital One Auto Finance (hereinafter "Capital One"), by and through its counsel of record, Byrd & Wiser, and files this its Motion for Relief from Automatic Stay, pursuant to Section 362 of the Bankruptcy Code, and in support of same would show unto the Court the following, to-wit:

I

The Debtors filed their Chapter 13 Petition on or about December 21, 2016.

II

That Capital One is the holder of a secured claim as to certain personal property of the Debtors, namely one (1) 2010 Chrysler 300, VIN 2C3CA5CVOAH270622, all as more fully set forth on Exhibit "A" which is attached hereto and incorporated herein by reference.

III

That Capital One is owed the principal sum of \$14,000.73, exclusive of accumulating late charges and reasonable attorney's fees necessitated by the filing of the instant Motion.

IV

Capital One would show unto the Court that pursuant to the Debtors' Plan, the Debtors do not propose to pay for Capital One's collateral.

V

Capital One would furthermore show unto the court that the Debtors have failed and refused to maintain insurance on the subject matter vehicle duly naming Capital One as lien holder and loss payee as required by the parties' Retail Instalment Sale Contract.

VI

Adequate cause exists for termination of the Automatic Stay pursuant to Section 362(d) of the Bankruptcy Code as to the Movant, Capital One.

WHEREFORE, premises considered, Capital One would pray that after notice and hearing this Court enter its Order terminating the Automatic Stay of Section 362 of the Bankruptcy Code as to the Movant, Capital One, so as to allow it to pursue its rightful remedies as to its subject matter collateral, and that this Court furthermore enter its Order abandoning the subject matter vehicles as property of the estate, and Capital One furthermore prays that it be awarded its reasonable attorney's fees necessitated by the filing of the instant motion and Capital One prays for such other and further relief as is just and proper in the premises.

Respectfully submitted,

CAPITAL ONE AUTO FINANCE

BY: BYRD & WISER

BY:



ROBERT ALAN BYRD

CERTIFICATE

I, ROBERT ALAN BYRD, Attorney for Capital One Auto Finance, do hereby certify that I have this date transmitted via Electronic Case Filing, as it appears on this date in the court registered e-filers of CM/ECF and/or via U.S. Mail, postage prepaid, a true and correct copy of the above and foregoing Motion for Relief from Automatic Stay to the following:

William Stover, Jr., Attorney for Debtors, at merideth@wesstover.com

J. C. Bell, Trustee, at mdg@jcbell.net

Office of the U.S. Trustee, at USTPRegion05.JA.ECF@usdoj.gov

WITH A COPY MAILED TO:

Rood and Romus Joseph, Debtors
63 JT Speed Road
Collins, MS 39428

This the 6th day of February, 2017.



ROBERT ALAN BYRD

[illegible]

ARTIST'S CONSENT

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNT PAID BY THE DEBTOR HEREUNDER.

IF YOU PAY LATE OR BREAK YOUR OTHER FINANCIAL OBLIGATIONS, YOU WILL BE IN DEFAULT OF THIS CONTRACT AND WE MAY ENFORCE OUR RIGHTS AGAINST YOU BY SUEING FOR DAMAGES AND COSTS OF SUIT. YOU MAY NOT ASSIGN OR SUBROGATE YOUR RIGHTS UNDER THIS CONTRACT TO ANY OTHER PARTY WITHOUT OUR WRITTEN CONSENT.

RENEWAL OF THIS CONTRACT SHALL BE AT THE DISCRETION OF THE COMPANY. IF YOU ARE A MEMBER OF AN AFFILIATED ORGANIZATION, YOUR MEMBERSHIP MAY BE SUSPENDED OR TERMINATED IF YOU DO NOT MAINTAIN CURRENT STATUS WITH US.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE COMPANY'S PRIVACY POLICY, WHICH IS AVAILABLE ON THE COMPANY'S WEBSITE. BY ACCEPTING THIS CONTRACT, YOU AGREE TO BE BOUND BY THE COMPANY'S PRIVACY POLICY.

THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT, ARISING OUT OF OR RESULTING FROM THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ENTIRE AGREEMENT BETWEEN THE PARTIES IS INCORPORATED INTO THIS CONTRACT. NO ORAL AGREEMENTS, REPRESENTATIONS, OR WARRANTIES SHALL BE BINDING ON EITHER PARTY.

THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. ANY DISPUTE ARISING OUT OF OR RESULTING FROM THIS CONTRACT SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SIGNS ON THE DATE FIRST ABOVE WRITTEN.

[Signature]
[Name]
[Title]

[Signature]
[Name]
[Title]

10. What is the purpose of this document?
This report is prepared to inform you of the results of the investigation conducted by the FBI on the matter of the possible connection between the activities of the various groups and the activities of the various individuals mentioned in the report.

[illegible][illegible][illegible][illegible][illegible]

1. You may have a right to sue for a breach of contract if you have a contract with the company. For example, if you have a contract with the company to provide a service, and the company fails to provide the service, you may have a right to sue for a breach of contract.

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[illegible]

How can I change my order? We will accept changes to your order at any time before we have shipped your order. To change your order, please call 1-800-828-6882 or visit our website at www.8008286882.com. We will accept changes to your order at any time before we have shipped your order. To change your order, please call 1-800-828-6882 or visit our website at www.8008286882.com.

FRANCE CHABOT AND BAYLETTA

1. **IMPORTANCE OF THE AGREEMENT**

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
2C3CA5CV0AH270622	CHRY	2010	300	4D	6149126-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
05032012		06	X	PASS	000

ODOMETER - TENTHS NOT INCLUDED

037041

ACTUAL MILEAGE

OWNER

JOSEPH ROMUS OR ROOD
63 J T SPEED RD
COLLINS MS 39428

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CAPITAL ONE AUTO FINANCE
P O BOX 255605
SACRAMENTO CA 95865

DATE:

MONTH | DAY | YEAR

03/17/2012

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____



IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 03 DAY OF MAY 20 12
[Signature] 8021 [Signature] 0776

CONTROL NUMBER

MISSISSIPPI DEPARTMENT OF REVENUE

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED